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STAPLES & STAPLES, Inc. v. HERVEY.

June 15, 1922.

[112 S. E. 607.]

Master and Servant (§ 70 (2)*)—Salesman's Contract for Guaranteed Salary and Expenses Chargeable against Commissions Construed.—Where a salesman's contract provided that he should receive a stated amount per month as guaranteed salary, to be charged to his account and deducted on settlement for commissions, and that the employer would advance funds for traveling expenses, which were to be applied against commissions and deducted when making settlements, and would make settlements for commissions where they exceeded advancements, held, that the employer was under obligation to pay the guaranteed salary without reference to the amount of commissions, and to advance traveling expenses, limited to the amount of commissions which were actually earned.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 384.]

Error to Law and Equity Court of City of Richmond.

Action by R. H. Hervey against Staples & Staples, Inc. From a judgment for plaintiff, defendant brings error. Affirmed.

R. Grayson Dashiell, of Richmond, for plaintiff in error.

A. H. Sands, of Richmond, for defendant in error.

BRAGG v. COMMONWEALTH.

June 15, 1922.

[112 S. E. 609.]

1. Indictment and Information (§ 125 (3)*)—Indictment Held to Charge Merely the Unlawful Sale of Ardent Spirits, and Not Two Offenses.—Indictment charging that defendant "did unlawfully sell ardent spirits, to wit, flavoring extracts, for beverage purposes," held to charge merely the unlawful sale of ardent spirits as against contention that it charged two distinct offenses, the selling of ardent spirits and the selling of flavoring extracts for beverage purposes, the words "to wit, flavoring extracts, for beverage purposes," being simply descriptive of the kind of liquor sold.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 436.]

2. Indictment and Information (§ 125 (2)*)—Two Offenses against Liquor Law May Be Charged in One Count.—Two offenses in violation of the prohibition law may be charged in one count of the indictment.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 437.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.